

**INVITATION TO BID - ANNUAL CONTRACT**

**SEALED BIDS will be received by the PURCHASING DIVISION of the CITY OF BATON ROUGE, EAST BATON ROUGE PARISH until 11:00 am CST, June 14, 2023 at the location shown below.**

<b>TITLE:</b> <b>A23-1112 Janitorial Services for the BR Metro Airport Terminal Building</b>		<b>RETURN BID TO:</b> PURCHASING DIVISION <b>Physical Address:</b> 222 St. Louis Street 8 <sup>th</sup> Floor Room 826 Baton Rouge, LA 70802 <b>**NOTE: U.S. Postal Regular &amp; Expedited Mail do not deliver to our physical address; delays may occur due to City Parish Mailroom processing</b>	
<b>FILE NO: 23-01112</b> <b>AD DATES: 05/26/23 &amp; 06/02/23</b>			
<b>SHIP TO ADDRESS: Baton Rouge Metro Airport</b> <b>9430 Jackie Cochran Drive</b> <b>1<sup>st</sup> Floor, Conference Room</b> <b>Baton Rouge, LA. 70807</b>		<b>Contact Regarding Inquiries:</b> Purchasing Analyst : <b>Mark W. White</b> Telephone Number: <b>225-389-3259 x 3268</b> Email: <a href="mailto:mwhite@brla.gov">mwhite@brla.gov</a>	
VENDOR NAME		MAILING ADDRESS	
REMIT TO ADDRESS		CITY, STATE, ZIP	
TELEPHONE NO.	FAX NO.	E-MAIL	
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER		TITLE	
<b>AUTHORIZED SIGNATURE (Required)</b>		<b>PRINTED NAME</b>	

**TO BE COMPLETED BY VENDOR:****CONTRACTORS LICENSE IF APPLICABLE \_\_\_\_\_**

1. \_\_\_\_\_ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER.
2. \_\_\_\_\_ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.

Bidders should acknowledge all addenda and the date received.  
 The Bidder acknowledges receipt of the following issued ADDENDA

No.	Date:	No.	Date:	No.	Date:	No.	Date:
No.	Date:	No.	Date:	No.	Date:	No.	Date:

**F.O.B.: DESTINATION - PAYMENT TERMS: NET 30****ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID**

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. **Bid must be signed in the designated space above and on last page by person authorized to sign for bidder.**

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. **Any errors in extensions of prices will be resolved in favor of unit prices submitted.**

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

## INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259
3. This proposal is to establish firm prices for materials supplies and services for the contract period to be determined. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
4. The contract shall be firm through the one year period. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.  
**NO FAXED OR EMAIL BIDS WILL BE ACCEPTED.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.
9. Except for bids submitted through the [www.centrauctionhouse.com](http://www.centrauctionhouse.com) on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City- Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non- responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.

10. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
11. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
12. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
13. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
14. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.
15. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
16. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
17. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders should submit product label, material safety data sheet and EPA registry number with bid or within five (5) days of request from purchasing office. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
18. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. EAST BATON ROUGE PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
19. EAST BATON ROUGE PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.
20. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

21. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
22. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
23. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
24. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?
- YES\_\_ NO\_\_ If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
25. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
26. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
27. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
28. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a- 133).
- a. A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>

- b. A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management. (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
29. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
30. East Baton Rouge Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by East Baton Rouge Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. **In the event there is a difference in unit prices and totals, the unit price shall prevail.**
31. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
32. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
33. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

**Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.**

The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step before beginning the registration process which may be accessed at:

<https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDFide>.

Additional information regarding how to do business with EBR City-Parish is available at:  
<https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

**Note:** Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

**Important!** - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.



## **FEDERAL CLAUSES, IF APPLICABLE.**

### **I. Remedies for Breach**

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

### **II. Termination and Settlement**

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

### **III. Access to Records**

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

### **IV. Equal Employment Opportunity**

Bidder acknowledges that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

### **V. Copeland "Anti-Kickback" Act**

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

### **VI. Davis-Bacon Act**

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

### **VII. Contract Work Hours and Safety Standards Act**

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

#### VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms under Governments Grants, Contracts, and Cooperative Agreements"

#### IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

#### X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

#### XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

**Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.**



## **MBE/SBE/WBE Initiative**

### **Participation by Certified Small Entrepreneurships/DBE Initiative**

This procurement has been designated as suitable for certified small entrepreneurships (MBE/SBE/WBE) participation.

The City of Baton Rouge, Parish of East Baton Rouge strongly encourages the participation of Small and Minority and Women-owned business in all contracts or procurements let by the City of Baton Rouge Consolidated Government for goods and services and labor and material. To that end, all Service Providers and suppliers are encouraged to utilize federal, state or locally certified Small, Minority and Women-owned businesses in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available.

Proposers that are not eligible for certification are encouraged to use Small, Minority and Women-owned businesses where sub-contracting opportunities exist. To be responsive to this request for proposal, the proposer should be a Small, Minority or Women-owned businesses or have put forth a good faith effort to use certified Small, Minority or Women-owned businesses as subcontractors. By submitting and signing a proposal, the proposer certifies that they are in compliance with this requirement. The proposer shall submit with the proposal a plan and selection process outlining good-faith efforts to utilize Small, Minority or Women-owned businesses as subcontractors.

Written notification is the preferred method to inform Small, Minority and Women-owned businesses of potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/default.aspx>. Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/Vendor/srchven2.cfm>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <http://www.mbda.gov/contact>.

Copies of notification to at least three (or more) certified Small, Minority and Women-owned businesses will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the proposer in writing no less than five working days prior to the date of proposal deadline.

Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the Service Provider did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

## ADDITIONAL REQUIREMENTS FOR THIS BID

The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.

If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.

Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

**Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.

**Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.

**Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

**Mandatory Pre-Bid Conference and Mandatory Job Site Visits:** Failure to attend pre-bid conference and job site visits will cause your bid to be deemed non-responsive

**All items must be bid, A blank space, Zero, or NA may cause your bid to be deemed non-responsive:** Zero (0), N/A or a blank space on the Schedule of Bid Items page may be considered NO BID and may cause your bid to be deemed non-responsive. If your intention is NO CHARGE, or NO BID please write that in the Unit price column.

## Unit Price controls the bid.

**Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

**Ethics:** Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.

## **ADDITIONAL REQUIREMENTS FOR THIS BID (continued)**

**Force Majeure:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the *[name of payer]* to make the payments required under the terms hereof, or to comply with Section *[number of section]* or *[number of section]* hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

If the Company fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms, and either of these two circumstances does cure such failure within a period of ten (10) days (or such longer period as the Parish may authorize in writing), after receipt of notice from the City specifying such failure; or

Continuing non-performance of the Proposer in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance; or

In the event the City terminates this Contract in whole or in part, as above provided, the City may procure, upon such terms and in such manner as the City may deem appropriate, items purchased similar to those terminated, and the Company shall be liable for any excess costs for such similar items, provided that the Company shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.

### **SDSs MUST BE SUBMITTED WITH BID – FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.

**The Airport is requiring all bidders to submit their SDS paperwork WITH the bids since the Airport WILL require them to provide this for approval before any contract can be awarded.**

## **ADDITIONAL REQUIREMENTS FOR THIS BID (continued)**

### **INVOICING**

Each invoice must include the following:

- Date of Invoice
- Agency / Contact
- Contract Number
- Purchase Order Number (if applicable)
- Invoice Number
- Invoice Total
- Item Description
- Quantity Purchased
- Item Unit Price

**Note:** Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

***The City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is offering teleconference and in-person attendance by vendors at public bid openings for bids published by our office. Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:***

***Join by phone***

***+1-408-418-9388 United States Toll***

***Access code: 263 373 080 (followed by the # button)***

***Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):***

***United States Toll (Boston) +1-617-315-0704***

***United States Toll (Chicago) +1-312-535-8110***

***United States Toll (Dallas) +1-469-210-7159***

***United States Toll (Denver) +1-720-650-7664***

***United States Toll (Jacksonville) +1-904-900-2303***

***United States Toll (Los Angeles) +1-213-306-3065***

***This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time and date.***

# MANDATORY PRE-BID CONFERENCE & MANDATORY JOB SITE VISITS

## **Mandatory Pre-Bid Conference:**

When: June 6, 2023  
Time: **9:00 A.M.**  
Location: City of Baton Rouge  
Baton Rouge Metro Airport  
9430 Jackie Cochran Drive  
1<sup>st</sup> Floor, Conference Room  
Baton Rouge, LA. 70807

Contact: **Dave Gordon** (for directions and concerning Pre-Bid Conference/Job Site Visits only)  
Phone: 225-355-0333

## **Mandatory Job Site Visit:**

The mandatory job site visit will begin immediately following the pre-bid conference on **June 6, 2023**. **Only companies represented at the pre-bid conference and job site visit shall be considered for award through this Invitation to Bid.**

**Vendor sign-in forms must be signed before leaving facility.** It will be the responsibility of the bidder to ensure that a representative from their company signs the attendance sheets at pre-bid conference **and** at job site visit location. Failure to attend pre-bid conference and mandatory job site visit will cause your bid to be deemed non-responsive.

All parties interested in this bid must be present and signed into pre-bid conference no later than 9:05 A.M. to be considered eligible for award of this contract.

Questions regarding the pre-bid conference or job site visit may be directed to **Dave Gordon** at (225) 355-0333.

\*\*\*\*\*

## **Inquiry Period:**

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. ***Without exception, ALL questions MUST be in writing and reference the bid number*** (even if an answer has already been given to an oral question during the pre-bid conference or job site visit.)

## **Hand Delivered, Courier, Delivery by United States Postal Services, E-mail or Fax**

Mark W White, Purchasing Analyst  
City-Parish Purchasing Department  
222 St. Louis Street, Room 826  
Baton Rouge, LA 70802  
By email: [mwhite@brla.gov](mailto:mwhite@brla.gov)

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

**All inquiries shall be received by 5:00 pm on June 7, 2023**

## **CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE**

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

### **A. General Liability Insurance**

General Liability insurance, endorsed to provide coverage for explosion, collapse and underground damage hazards to property of others; Contractual Liability, Products and Completed Operations (for a minimum of two year after acceptance of the Work), **Additional Insured and Waiver of Subrogation in favor of Contractor and Owner.**

	Limits
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Per Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Payments	\$5,000

### **B. Automobile Liability Insurance**

**Automobile Liability insurance which shall include coverage for all owned, non-owned and hired and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.**

Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit Each Occurrence minimum)

### **C. Worker Compensation and Employers Liability Insurance**

Subcontractor agrees to comply with Workers Compensation laws of the state where the Work is performed, and to maintain a Workers Compensation and Employers Liability policy. **The policy shall include a Waiver of Subrogation endorsement in favor of the Contractor and Owner. Full statutory liability for State of Louisiana with Employer's Liability Coverage.**

Workers Compensation	Statutory
Employer's Liability	\$1,000,000 Each Accident (Minimum)
	\$1,000,000 Disease Each Employee

### **D. Excess Umbrella Liability Coverage**

**Excess/Umbrella Liability insurance shall be follow form the primary coverages and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.**

Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit Each Occurrence (Minimum)

**E. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.**

**F. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.**

**G. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.**

**H. The Certificate Holder should be shown as:**

**City of Baton Rouge and Parish of East Baton Rouge  
Attn: Purchasing Division  
222 St. Louis Street  
8th Floor Room 826  
Baton Rouge, LA 70802**

Revised 11-22



**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION**

**Specification Requirements**

**A23-1112 – Janitorial Services for the BR Metro Airport**

**GENERAL:**

The intent of this proposal to establish prices for janitorial services at the Baton Rouge Metro Airport, at 9430 Jackie Cochran Drive. The Contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in conjunction with work hereunder. The evaluation of the maintenance offered and the determination of the lowest responsive and responsible qualified bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. Prices bid are to include all labor, materials, supplies, equipment and insurance to provide services specified herein.

The Contactor shall provide all supervision, labor, insurance, cleaning materials, solvents, waxes, supplies, machinery and equipment (in good condition) to perform the janitorial and related services in accordance with the requirements of this contract. Contractor shall plan, coordinate, schedule, and assure effective performance of all services described herein. Sufficient personnel must be furnished by the Contractor to perform work efficiently and in a reasonable amount of time. This contract requires a minimum of **FOUR (4)** janitorial staff, one of which is an on-site supervisor who is also performing janitorial services. Contractor will provide supervision of janitorial services as outlined herein. The agency representative shall oversee the contracted service.

**This contract requires a minimum of 4 janitorial staff working at the BATON ROUGE METRO Airport complex during all hours of operation. One staff member must be an on-site supervisor as defined herein. There must be a minimum of 4 backup/pool employees which includes a backup on-site Supervisor who will act as substitute employees in case of absences. Janitorial staff and backups must have cleared background checks and drug screens prior to services beginning under contract. Anyone performing work at the Airport must undergo a TSA / FBI security & background check. All employees performing work (INCLUDING OWNERS, CORPORATE STAFF, ETC. PERFORMING REQUIRED INSPECTIONS) at the Airport shall have in their possession a valid Airport ID badge.**

The Contractor is responsible for completing all required tasks seven (7) days a week, between the hours of 6:00 a.m. – 12:00 a.m. The Contractor is responsible for designating a minimum of one working supervisor and insure that a working supervisor is present onsite 7 days / week, between the hours of 6:00 a.m. – 12:00 a.m.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. Contractor's employees must be easily identifiable at all times by wearing a shirt, hat, apron, vest, etc. with company name on the clothing. Contractor's employees shall wear long pants while working at the airport. Shorts, sweat pants, leggings, or other exercise clothing is not acceptable attire. While at work, the Contractor's uniform shall be visible to easily identify their employees. Contractor's staff must be able to communicate and speak English.

***The city reserves the right to add or subtract square footage and service days from this contract as shops / offices move in or out of the BR Metro Airport Building. The square foot rate bid on the buildings in this contract will be the sq. ft. rate used for the addition or deletion of space for the buildings in this contract. In the event square footage is added or deleted, monthly billing will be pro-rated accordingly and an official amendment to the contract will be issued by the Purchasing Division.***

The square footage figures are listed for bidder convenience and no guarantees are made concerning their accuracy. The bidder is responsible for verifying the size and condition of the facility and submit in writing any discrepancies found during the inquiry period.

**Approximate square footages of cleaning areas:**

1st floor:

2,273 sq. ft. bathrooms

67,586 sq. ft. pre-security area

2<sup>nd</sup> floor

4,250 sq. ft. bathrooms

19,456 sq. ft. pre-security area

48,453 sq. ft. past security area

Square footage of additional areas to be cleaned on weekends:

TSA operations Offices on 1<sup>st</sup> floor: 14,000 sq. ft.    Airport operations offices on 1<sup>st</sup> Floor: 3,300 sq. ft.

The Contractor will be **directly** responsible for any and all damages to the building or its contents caused by Contractor employees. Repairs of any damages will be handled by the Airport or any of its designated contractors. **The cost for these repairs will be billed back to the Contractor by the Airport.**

The Contractor shall not allow any person less than 18 years of age or any person that is not on the Contractor's payroll in the facility at any time.

Although designated storage areas will be provided for storage of Contractor's equipment, materials and supplies, the agency shall not be responsible or liable for such equipment, materials or supplies and the security thereof.

The Contractor will procure insurance as per attached insurance requirements, and shall show evidence of such insurance in the form of Certificates of Insurance prior to the contract beginning.

The Contractor will be directly responsible for compliance with all Agency policies, security measures, and vehicle regulations. Any Contractor employee who is found to be in violation of this policy will be subject to immediate dismissal.

The Contractor shall purchase all licenses, permits, insurances, and paying all applicable Local, State, and Federal taxes deemed necessary to perform the contractual duties listed herein.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or any account of lawsuit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents.

All services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, shall be subject to inspection by the Agency to the extent practicable, during the term of the contract. All inspections by the Agency shall be made in such a manner as not to unduly delay the work.

In case an emergency condition exists, (such as flooding of a particular section of the building), the Contractor shall divert his force, or such part thereof as deemed necessary by the Agency Representative from their normal assigned duties to address these conditions. When these employees are no longer needed, they shall be directed by the Contractor to return to their normal duties and the Contractor shall not be penalized for the portion of the normal daily work which otherwise would have been performed but was neglected.

The Contractor is to contract for goods, services, and employment in his firm's name only, and will not implicate the City of Baton Rouge /Parish of East Baton Rouge, and Baton Rouge Metro Airport, here after referred to as "Agency", directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of his/her employees are to be regarded as employees of the Agency. The contract is not to be assigned or transferred by the Contractor to any subcontractor or franchisee, or any other party during the term of the contract without approval of the City Parish.

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval of the Agency. If, because of reasons beyond the control of the Agency (e.g. fire), business operation in all or part of the building is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

All Contractor personnel are expected to work in a manner which will maintain the security and best interests of the City of Baton Rouge, East Baton Rouge Parish, hereafter referred to as the Agency. The Agency reserves the right to require the Contractor to dismiss any employees deemed careless, insubordinate, or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the facility to be used for purposes other than those specified herein.

The Contractor is responsible for cleaning and servicing all interior space of the building listed in this bid, with the following exceptions, which will be the responsibility of the Agency personnel to maintain:

- All mechanical rooms, heater rooms, fan rooms, electrical rooms, etc.
- The inside of cabinets, cupboards, drawers, etc.
- Computer Division Server Room

Sufficient personnel shall be furnished to perform work efficiently and in a reasonable amount of time. Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. **All personnel are required to wear a uniform**, that shall consist of some type of shirt, sweatshirt, smock with the company logo large enough to easily identify the which company the wearer is working for at all times. In addition, proper long pants shall be worn, (e.g. jeans, khaki pants, etc.). NO workout attire, (e.g. sweat pants, leggings, shorts, etc.) is allowed. FULLY enclosed footwear is required for safety reason. NO sandals, open toed shoes, slides, or slippers, will be allowed to be worn when working at the Airport. **The use of cell phones and any type of headphone or earbud devices is prohibited**. All personnel will receive close and continuing first-line supervision by the Contractor. Any non-compliance with terms of qualification will be cause for removal from the building. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, or cabinets, or use Agency computers, fax machines, telephones, copy machines.

**PERFORMANCE OF SERVICE:** All areas are to be maintained **seven (7)** days and nights a week including holidays. The Airport will designate a representative of the facility to act as liaison with the Contractor for coordination with the Contractor crew leader and/or their supervisor. The Airport will also inspect all work on a daily basis. Should the performance fall below the levels specified in this document, the Contractor will receive written notice as to such defects and a prorated fee will be deducted from the monthly invoice. Should the unsatisfactory performance continue, the contract will be terminated.

**QUALITY CONTROL PROGRAM:** The Contractor will establish a complete daily quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract or within a time agreed upon between the Agency contact person and Contractor, the Contractor shall submit a copy of his/her program to the Agency contact. The program shall include, but not be limited to the following:

- a. An inspection system covering all the services stated in the cleaning schedule. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections.
- b. The checklist shall include every area of the operations serviced by the Contractor, as well as, every task required to be performed.
- c. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

**SCHEDULING WORK AND REPORTING:** The Contractor shall submit to the Agency representative a weekly work report of jobs performed for comparison with the scheduled requirements. This report can be in the form of a checklist. It will also include all periodic work performed.

**ABSENTEEISM:** The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism.

**CONTRACTOR'S PERSONNEL:** The Contractor's employees shall report to the Police/ARFF personnel upon arrival and departure of work crews by contacting the ARFF dispatcher by the use of a house phone and dialing 3-3-3. Not calling in or missed calls shall be considered as being absent from work and can result in deductions taken from monthly invoices and result in deficiency reports. Sufficient personnel shall be furnished to perform work efficiently and in a reasonable amount of time. Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity.

**SECURITY:** The contractor, its subcontractors, and all their employees shall be subject to and shall at all times conform with all rules, regulations, policies and procedures pertaining to security at Baton Rouge Metro Airport. Any violations or disregard for rules, regulations, or policies may be cause for immediate termination. All personal packages brought onto and/or removed from Airport property may be subject to inspection by a Police Officer. Firearms and/or explosives shall NOT be brought onto the Airport's property. **VIOLATORS WILL BE PROSECUTED.**

**Anyone** performing work at the Airport **must** undergo a TSA / FBI security & background check. All employees performing work **(INCLUDING OWNERS, CORPORATE STAFF, ETC. PERFORMING REQUIRED INSPECTIONS)** at the Airport shall have in their possession a valid Airport ID badge. The contractor shall be responsible for, at its own expense, obtaining the proper security clearance, fingerprinting (\$50), training, **RENEWAL FEE (\$30)**, badges (\$30) to access the restricted areas of the Airport including the Security Identification Display Area (SIDA). Identification badges issued by the Airport must be visibly worn at all times while in the SIDA. Payments can be made by cash, credit card or company check. After the contractor is finished with the project all Airport ID badges must be returned to the Airport Police Department. **If a security badge is not returned or lost it is an automatic \$250.00 charge.**

**SECURITY CLEARANCE REQUIREMENTS/STANDARDS OF CONDUCT:** The Agency requires TSA / FBI Criminal Background Checks before and during the contract period and reserves the right to deny employee access to jobsite depending information in background check. The Airport also reserves the right to request drug testing/screening all at no additional cost to the Agency, for all Contractor's employees. The City also reserves the right to request additional drug screens for Contractor's staff for reasonable cause. Any Contractor's staff that tests positive on any drug screen(s) shall be immediately dismissed.

It is at the discretion of the City to determine acceptability of Contractor's employees based on finding derived from the criminal background checks, drug tests/screens on all of Contractor's staff either working or supervising work onsite must be performed by a company that this service is a part of their routine business. These must be submitted before work starts, and the City also reserves the right to request random drug testing/screening at no additional cost to the City, for staff during the contract period as deemed necessary for reasonable cause. Any staff testing positive on any drug screen(s) shall be immediately dismissed, and/or will not be allowed to work at the Baton Rouge Metropolitan Airport.

**KEYS:** Contractor is to be responsible for all keys issued. **THE AIRPORT WILL FURNISH ONLY FOUR (4) SETS OF KEYS AT THE BEGINNING OF THE CONTRACT. ANY ADDITIONAL SETS OF KEYS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR**—Keys are not to be left in doors and Contractor is not to admit anyone to offices while work is in progress unless advised by Agency contact. All doors are to be closed, locked, and checked before leaving the building. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations. **ALL LOST, DAMAGED, OR BROKEN KEYS SHALL BE REPLACED BY THE CONTRACTOR, AT THEIR EXPENSE, AT THE TIME OF LOSS.**

**CONFIDENTIALITY:** The following provision will apply unless the agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the City-Parish operations which are designated confidential by the City-Parish and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City-Parish. The identification of all such confidential data and information as well as the City-Parish's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City-Parish in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the City-Parish to be adequate for the protection of the City-Parish's confidential information, such methods and procedures may be used, with the written consent of the City-Parish, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

**DISPOSAL OF WASTE:** It shall be the responsibility of the Contractor to dispose of any and all waste liquids off site and in compliance with all federal, state, or local laws and regulations. No chemicals, strippers, wax, etc. shall be disposed of in plumbing fixtures, floor drains, or storm drains.

**PUBLIC BID LAW:** This service Proposal is not within the purview of the public bid law, LA R.S. 38:2212, e.t. seq. However, it is the intent of the City-Parish to award to the lowest responsive and responsible qualified bidder. The right is reserved to waive irregularities and to reject all bids, if that is in the best interest of the City-Parish.

**SPECIAL NOTICE:** If any services are not in conformity with the requirements of the contract, the Owner shall have the right to (a) require the Contractor to immediately take necessary steps to perform the services in conformity with the requirements of the contract; and (b) make monetary deductions based on the value of the defective area to reflect the reduced value of the services performed.

**METHOD OF AWARD:** City-Parish reserves the right to award items as specified as deemed to be **in the best interest of the City-Parish (Agency)**. Awards may be broken up or all-inclusive. The City-Parish reserves the right to increase or decrease service as deemed to be in the best interest of the City-Parish.

**All items must be bid, A blank space, Zero, or NA may cause your bid to be deemed non-responsive: Zero (0), N/A or a blank space on the Schedule of Bid Items page may be considered NO BID and may cause your bid to be deemed non-responsive. If your intention is NO CHARGE, or NO BID please write that in the Unit price column.**

## **UNIT PRICE CONTROLS THE BID**

### **FORMULA FOR CALCULATING Daily Rate**

Cost: Minimum required man hours (QTY.) x Unit Price per man hour. = **Daily Rate**

**INSURANCE REQUIREMENTS:** Contractor's insurance certificate must be submitted and approved prior to the implementation of the contract and kept current throughout the term of the contract. The City of Baton Rouge and Parish of East Baton Rouge must be listed as an added insured. See Insurance Requirements listed elsewhere in this bid.

**CONTRACT RENEWAL:** At the option of the Agency and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract may not exceed thirty-six (36) months.



**BIDDER'S QUALIFICATIONS:** Bidder **MUST** be an established business having at least three (3) years' experience in full-service janitorial maintenance. Bidder **MUST** have performed in a comparable facility, under a comparable scope of work, for a period of not less than two (2) years. Bidder **MUST** have completed one (1) project of approximately two-thirds (2/3) or more of the square footage on which he is bidding. (The service area in the Terminal Building is approximately 142,018 sq. ft.) Please include the above project(s) information with references.

Each bidder should attach an organizational profile of their company, including but not limited to the following information:

1. The year the company was formed.
2. Total number of years of company janitorial experience.
3. Total number of custodial employees employed with the company.
4. Total number of businesses (not residential) and/or comparable facilities under contract for janitorial services.
5. Total number of custodial employees (full-time and part-time) as well as management personnel bidder intends to utilize for this contract.
6. Type of janitorial services performed.

Documentation of qualifications **should be submitted with bid**, or **must** be submitted within five (5) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further award consideration.

**CONTRACTOR REFERENCES:** The Contractor **MUST** submit at least two (2) references from facilities where similar services have been successfully performed within the last five (5) years.

Each Reference **MUST** include the following information:

1. Name and address of facility services provided
2. Name of contact person and phone number at the facility
3. Approximate square footage of the cleaning area
4. Begin and Ending Dates of services performed. If your company is still currently providing services at your referenced location, your End Date for services shall be listed as CURRENT.
5. List of services performed at each facility.

Documentation of references **should be submitted with bid**, or **must** be submitted within five (5) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further award consideration. **References will be checked.**

**CONTRACTOR'S STAFF:** This contract requires a **MINIMUM OF FOUR (4) janitorial staff working** at the BATON ROUGE METRO Airport complex during all hours listed, one of which must be an on-site supervisor as defined herein. There must be a **minimum of FOUR (4) backup/pool** employees which includes a backup on-site Supervisor who will act as substitute employees in case of absences. Janitorial staff and backups must have cleared background checks, drug screens **AND AN ACTIVE SIDA BADGE ISSUED TO EACH PERSON** prior to services beginning under contract.

**CONTRACTOR SUPERVISION:** The Contractor shall arrange for satisfactory supervision of the contract work. **It shall not be considered a responsibility of the Agency.** The Contractor is responsible for the management and scheduling of work to be performed under this contract. Contractor will meet with City Parish representative prior to the contract commencing to discuss contract service requirements.

**CONTRACT MANAGER:** The Contractor shall provide the name, address, telephone number, fax number, and an email address for the Contract Manager. This information must be kept current throughout the contract, with written notice given to the Agency representative, currently **Dave Gordon**. [dgordon@brla.gov](mailto:dgordon@brla.gov)

Functioning telephone, fax, and cell phone numbers and e-mail addresses that can accept voice mail communications or electronic transmissions must be maintained by the Contract Manager. Any change in telephone, cell phone, and fax numbers or e-mail addresses must be available to the



Agency within a twenty-four (24) hour period. Failure to report these changes may constitute grounds for placing the Contractor in default.

All calls and pages shall be returned within a two hour period. Functioning telephone, fax, cell phone numbers and email addresses must be maintained by the Contract Manager. Failure to return calls and pages within two hours will constitute grounds for placing Contractor in default. The Contract Manager is responsible for the management and scheduling of work to be performed under this contract. Any person filling this position must have prior approval. Any change in telephone, cell phone, fax numbers, or email addresses must be available to the Agency representative within twenty-four (24) hours. Failure to report these changes will constitute grounds for placing the Contractor in default.

**ON-SITE SUPERVISOR:** Supervisory personnel shall manage and supervise janitorial work as specified under this contract. The Contractor shall provide the name, address, and telephone number of the on-site supervisor in writing to the Agency representative. The term "On-site supervisor" means a person designated by the Contractor who has full authority to act on behalf of the Contractor on a day-to-day basis at the work site. Any person filling this position must have prior approval. **THE CONTRACTOR SHALL PROVIDE ONE "ONSITE DUTY PHONE" FOR THE SHIFT SUPERVISOR TO USE WHILE ONSITE. THIS WILL PROVIDE CONSISTANT COMMUNICATION WITH THE AIRPORT AND ITS' REPRESENTATIVES.** Any change in telephone/beeper numbers must be available to the Agency within a twenty-four (24) hour period. Failure to report these changes may constitute grounds for placing the Contractor in default.

**Contractor will meet with City Parish representative prior to the contract commencing to discuss contract service requirements.**

The term "on-site supervisor" means a person designated by the Contractor who has full authority to act on behalf of the Contractor on a day-to-day basis and is performing janitorial duties at the work site. All calls, texts and e-mails shall be returned within a two (2) hour period. Failure to return calls, texts or e-mails within two hours may constitute grounds for placing contractor in default.

**Qualifications of Personnel:** The personnel employed by the Contractor shall perform janitorial work as specified under this contract and with a minimum level of supervision. The building shall be staffed beginning the first day of work under the contract.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Agency reserves the right to require the Contractor to replace any employee deemed unsatisfactory in the performance of services rendered. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, or cabinets, or use Agency computers, fax machines, telephones, copy machines or search any desks.

The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a professional manner and that they will not permit use of the facility for purposes other than those specified herein.

The Contractor shall indemnify, defend, and hold harmless the City Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

**SAFETY DATA SHEETS (SDS): (formerly Material Safety Data Sheets):** All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. It will be the responsibility of the Contractor, to furnish the Agency with all applicable Safety Data Sheets prior to commencing work at designated buildings on any and all chemicals being furnished by him under this contract, as indicated with their bid submittal.

If contractor wants to use a new chemical at any City-Parish building, it will be responsibility of the Contractor to provide the new SDS sheets to the Purchasing Division and the agency representative on any and all chemicals to be furnished by him under this contract. SDS must be received prior to cleaning with the new chemical.

### **SUPPLIES/EQUIPMENT:**

#### **The Agency will furnish the following:**

1. Electrical power at existing outlets for the Contractor to operate such equipment as is necessary in the conduct of work.
2. Hot and cold water as necessary.
3. Space in the buildings for the storage of an inventory of supplies and equipment, which will be used in the performance of the work under the contract.
4. Paper products, i.e. toilet tissue, paper towels.
5. A room set aside for contractor's staff to take their allotted breaks. The contractor's staff will be responsible for keeping this area clean as needed. (This space is not part of the billable cleaning area).

#### **The Contractor will furnish the following:**

**EQUIPMENT:** Contractor shall provide calibrated equipment and meet or exceed EPA emission standards. No pressure washers will be allowed for the cleaning of windows. All equipment shall be provided by the contractor and will be maintained for the safety of the public and the contractor's employees. Equipment with frayed cords is prohibited. **CONTRACTOR IS REQUIRED TO SUPPLY ALL EQUIPMENT NEEDED TO PERFORM WORK UNDER THE TERMS OF THIS AGREEMENT.**

**NOTE: NO BLEACH IS ALLOWED TO BE USED AT THE AIRPORT FOR CLEANING PURPOSES.**

1. The Contractor shall furnish all cleaning supplies, **(SEE MANDATORY MINIMUM LIST BELOW TO INCLUDE, BUT NOT LIMITED TO)** mops, brooms, cleaning disinfectants, cleaning rags and towels and all other items and materials necessary for the performance of the work of this contract and to maintain the cleanliness and sanitation of the building at no additional charge to the Agency. All towels shall be of a **LINT FREE** type for cleaning various surfaces without leaving **ANY** particles or fabric behind. Paper towels shall not be used for routine cleaning of surfaces. If the Contractor does not provide proper supplies, the Contractor will be deemed to be in default. **ALL EQUIPMENT MUST BE MAINTAINED IN CLEAN AND GOOD WORKING CONDITION, FREE OF VISIBLE DAMAGE OR HOLES THAT CAN CAUSE SPILLS TO OCCUR.**
  - a. TWO VACUUM CLEANERS (ONE PER FLOOR)
  - b. TWO DUST MOPS (ONE PER FLOOR)
  - c. THREE CLEANING CARTS CAPABLE OF CARRYING ALL CLEANING CHEMICALS AND TOOLS NEEDED TO COMPLETE WORK WITHOUT MULTIPLE TRIPS TO SUPPLY CLOSETS.
  - d. THREE MOP BUCKETS
  - e. THREE MOP ASSEMBLIES
  - f. THREE REGULAR BROOMS
  - g. THREE DUST PANS
  - h. THREE ROLLING TRASH COLLECTION CONTAINERS
  - i. THREE LONG HANDLE DUSTERS
  - j. TWO LONG HANDLE SQUEEGES FOR GLASS CLEANING
2. Contractor shall supply all calibrated cleaning equipment, vacuum cleaners meeting or exceeding EPA emission standards. Heavy duty commercial type vacuum cleaners for carpet and hard floor surfaces, and vacuum accessories/equipment for vacuuming upholstered furniture is required. Equipment with frayed cords is prohibited. An area is provided for storage of equipment. This area shall be kept clean and odor free. The storage area door shall be locked at all times.

3. The contractor shall provide the following products to be stocked in various dispensers:
  - 1) Hand soap
  - 2) Air fresheners
  - 3) Urinal screens or cakes
  - 4) Trashcan liners for all wastebaskets throughout the building (various sizes, as needed).
  - 5) Toilet seat covers
4. The Contractor is responsible for providing all Safety Data Sheets applicable to the cleaning products and chemicals being furnished by him under this contract. All products shall have an Environmental Protection Agency Registry number and have an SDS available for the Airport Representative prior to use in this facility.

**\*\*\*\*\* IMPORTANT \*\*\*\*\***

**MRSA (Methicillin-resistant staphylococcus aureus)**

*Cleaning methods must be in compliance with MRSA, which is a resistant strain of the common staph infection which does not respond to normal antibiotics. The normal procedure to remove this highly contagious disease is to "Clinical Cleanse" the area, which means at least once each week the cleaning staff will wipe down common areas such as door, walls, tables and other surfaces that are used by the general populace of the facility. Rest rooms must be Clinically Cleansed daily, general office areas will be Clinically Cleansed monthly or as needed. MRSA resistant shall be listed on the label of the product used.*

*The product used must be left on the surface for 2 minutes or as designated by the solution's directions, then dried. Each product will have slightly different instructions.*

All high contact areas must be cleaned and sterilized / disinfected at a minimum per CDC guidelines.

The current CDC guidelines can be found at:

[https://www.cdc.gov/coronavirus/2019-ncov/community/pdf/Reopening\\_America\\_Guidance.pdf](https://www.cdc.gov/coronavirus/2019-ncov/community/pdf/Reopening_America_Guidance.pdf)

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION  
SPECIFICATIONS**

**CONTRACT A22-1112 Janitorial Services for the BR Metro Airport**

**AREAS TO BE SERVICED**

**1<sup>ST</sup> Floor**

1. Terminal and ticket areas
2. All restrooms in terminal and rental car garage
3. All airline company offices including baggage services
4. All elevators (2) and escalators (2)
5. Rental car building
6. Interior of walkway from rental car building to rental car garage
7. Clean interior/exterior glass of parking garage vestibules
8. Stairwell in rental car garage
9. Conference room
10. Interior and exterior of glass wall in executive parking area.
11. All furniture in public areas.
12. Interior and exterior of windows across the terminal front.
13. TSA Operations Office
14. Airport Operations Office

**2<sup>nd</sup> Floor Terminal Non-Secure Side**

1. Clean sky bridge from parking garage door to Security Checkpoint
2. Clean Non-secure side of Security Checkpoint and Exit Lane
3. Fountain Rim and ledges
4. All restrooms
5. Vending Area
6. Interior glass
7. Exterior security glass
8. All furniture in public areas

**2<sup>nd</sup> Floor Terminal Secure Side**

1. All restrooms in "A" (3) and "B" (2) concourses (5 total)
2. All gate areas "A" (4) and "B" (5) concourses (9 total)
3. Art gallery
4. Business Center
5. Reading Room and Chapel
6. Children's Playroom
7. Secure side of Security checkpoint area and exit lane
8. Rotunda area
9. All elevators (2)
10. Interior of all jet bridges (6)
11. All interior glass in "A" and "B" concourses
12. Service Hallway
13. Vending Area
14. All furniture in public areas
15. Service animal relief area (concourse A)

## **DAILY CLEANING SCHEDULE**

### **ALL RESTROOMS (COMPLETE CLEANING, FOUR TIMES PER DAY, TWO TIMES PER SHIFT MINIMUM)**

#### **DAILY (Seven Days per Week)**

1. Sweep and mop floors.
2. Clean all surfaces of basins, bowls, and urinals with a germicidal detergent. Wipe excess off same and adjacent walls, fixtures, partitions (including sink edges).
3. Clean and refill restroom dispensers with supplies, making sure that there is no soap residue in spout of dispenser. Remove wrapper of toilet tissue if needed.
4. Wash and polish mirrors, washbasins, basin fixtures, and bright work. Make sure that there is no residue buildup at the base of the bright work or basin fixtures.
5. Wash both sides of toilet seats with germicidal detergent. Wipe splatter off adjacent walls, fixtures, and partitions.
6. Dust partitions, partition doors, and hardware ledges.
7. Spot clean restroom walls, partitions, and partition doors. Remove all streaks, smudges, fingerprints, and graffiti.
8. Empty and remove trash. Replace plastic waste receptacle liners each time as required.

**REPORT ANY DAMAGE IN ANY AREA TO THE TERMINAL FACILITIES MANAGER IN A WRITTEN LETTER, E-MAIL OR TEXT.**

#### **WEEKLY**

1. Dust light fixtures.
2. Dust air diffusers and HVAC air return vents.
3. Fill floor drain with water.
4. Wipe down base boards and walls.

#### **MONTHLY**

1. Wash down partitions, including doors, hinges and seems.
2. Wash air diffuser and return vents.

#### **AS REQUESTED (usually bi-annually)**

1. Wash light fixtures inside and out. There are approximately 700 light fixtures in the Airport.

#### **AREAS TO BE CLEANED:**

TERMINAL, AIRLINE TICKET AREAS, AIRLINE GATE AREAS, AIRLINE OFFICES, RENTAL CAR BUILDING, WALKWAY TO RENTAL CAR GARAGE, RENTAL CAR GARAGE ELEVATOR LANDING AREAS (ALL FIVE (5) FLOORS, ELEVATORS, ESCALATORS, SKYBRIDGE, SECURITY CHECKPOINT (PRE AND POST SECURITY), PARKING GARAGE BREEZEWAYS, JET BRIDGES, CONFERENCE ROOM, ROTUNDA, CHAPEL, READING ROOM, ART GALLERY AND CONCOURSES:

#### **DAILY (Seven Days per Week)**

1. Vacuum carpets as needed.
  - a) Spot clean all carpeted areas for stains, spots, etc.
  - b) The spot cleaning solution should be appropriate for spot cleaning carpets.
  - c) Remove all gum, tar, staples, paper clips and loose debris where necessary.
  - d) Vacuum all carpeted areas — including conference rooms and offices.
  - e) Vacuum all floor mats.
2. Sweep all hard surface floors being sure to clean under seats, cars, and furniture, to include corners and edges, and remove gum and other debris not removed by sweeping and mopping.
3. Clean spots and spills as necessary.
4. Clean all walls, doors, and floors of all elevators being sure to include edges, corners, and elevator tracks.

## **AREAS TO BE CLEANED**

### **DAILY (Seven Days per Week) continued:**

5. Clean all counters, window ledges, handrails, and furniture.
6. Spot clean walls and glass partitions removing fingerprints from walls and doors.
7. Clean upholstered furniture.
8. Dust walls and doors.
9. Dust and clean baseboards.
10. Empty all ash trays along terminal front.
11. Empty all trash cans throughout facility.
12. Empty all recycling bins throughout facility.
13. Dust FIDS/BIDS monitors throughout facility.
14. Clean stainless steel throughout facility.
15. Sweep and mop all Airline ticket counter offices.
16. Clean passenger waiting glass, both sides.
17. Wipe down all conveyor belts.
18. Restrooms
  - a) Clean, polish and disinfect all restroom fixtures, including sinks, toilets, urinals and dispensers removing mineral build-up and stains.
  - b) Clean and disinfect tile walls.
  - c) Sweep, wet mop and disinfect floors.
  - d) Clean and polish all chrome fixtures.
  - e) Clean and polish mirrors.
  - f) Clean and polish stainless steel partitions.
  - g) Restock paper products such as paper towels, toilet tissue, toilet seat covers, hand soap, liners, and deodorant products

### **WEEKLY**

1. Completely vacuum ALL carpets to include corners, edges, under seating, and furniture, behind ticket counters and boarding gates.
  - a. Spot clean all carpeted areas for stains, spots, etc.  
**The spot cleaning solution should be appropriate for spot cleaning carpets.**
  - b. Remove all gum, tar, staples, paper clips and loose debris where necessary.
  - c. Vacuum all carpeted areas — including conference rooms and offices.
  - d. Vacuum all floor mats.
2. Remove cobwebs from ALL areas “Top-to-bottom”, “side-to-side”.
3. Clean all glass including interior and exterior of checkpoint.
  - a. Clean and polish inside and outside of entrance glass doors.
  - b. Spot clean all interior glass doors.
  - c. Spot clean interior partition glass.
  - d. Clean glass doors and exterior surfaces of directories and show cases.
4. Wash trash cans.
5. Elevators
  - a. Spot clean carpeted area to remove gum, tar, paperclips, debris, etc.
  - b. Vacuum carpeted area.
  - c. Clean and polish chrome/steel interior and exterior.
6. Exterior Grounds
  - a. Empty all exterior trash and cigarette receptacles.
  - b. Police exterior grounds for litter, cigarette butts, etc. in close proximity to all building entrances, and sidewalks.
  - c. All areas around the outside dumpster area must be clean and free of debris. No boxes should be left on the ground.

### **MONTHLY**

1. Clean air diffusers and return vents.



## EXTERIOR/INTERIOR LOW LEVEL GLASS CLEANING (BELOW 15ft)

### WEEKLY

1. Interior and Exterior security glass.
2. Interior glass on concourses A and B.
3. Interior and exterior of glass across the terminal front.
4. Interior sky bridge glass from parking garage to building.
5. Clean interior/exterior glass of parking garage vestibules.
6. Interior and Exterior of glass wall in executive parking area.
7. Interior and Exterior glass of walkway from rental car building to rental car garage.

**NOTE:** Low level glass cleaning is window cleaning below 15 ft. and above 15 ft. is considered high level cleaning.

### ADDITIONAL AREAS TO BE COVERED ON WEEKENDS ONLY (ALL AREAS TO BE SERVICED TWICE DAILY)

#### AIRLINE/TSA OPERATIONS

- Sweep and mop floors
- Vacuum carpet
- Clean all restroom surfaces and fixtures (2 restrooms)
- Clean wall and ceiling surfaces for dust and cobwebs
- Clean windows (inside and outside)
- Remove all trash and replace bags

#### AIRPORT OPERATIONS

- Sweep and mop floors
- Vacuum carpet
- Clean all restroom surfaces and fixtures (2 restrooms)
- Clean wall and ceiling surfaces for dust and cobwebs
- Clean windows (inside and outside)
- Remove all trash and replace bags

### DEFINITIONS OF TERMS USED: METHODS OF CLEANING

**NOTE: NO BLEACH IS ALLOWED TO BE USED AT THE AIRPORT FOR CLEANING PURPOSES.**

**Daily:** Seven (7) days per week cleaning cycle.

**Weekend Cleaning:** Additional areas to be cleaned on weekends. (See page 27)

**Cycle Cleaning:** To clean on a continuous basis i.e. police trash from floors in all areas, spot clean walls, glass, and seating areas, to monitor restrooms, police outside entrance areas of the terminal and all ash receptacles, etc.

**Restroom Complete Cleaning:** "Top-to-bottom," "side-to-side" all areas at a minimum of **FOUR TIMES PER DAY, (TWICE PER SHIFT)**.

**Damp mopping** is a well wrung out mop being used to pick up soil without previously laying down a film of solution. Mops shall be stored fully wrung out to prevent odor build up. Mop water shall be changed before each use and poured out after each use.

**Wet mopping** is when a film of solution is laid down on the floor that will need to be picked up with a well wrung out mop or wet vacuum. Mops shall be stored fully wrung out to prevent odor build up. Mop water shall be changed before each use and poured out after each use.

**Spot cleaning of carpeted areas** is defined as cleaning small areas of the carpet using a cleaning solution applied with a microfiber towel.

**Dust mopping** is the cleaning, removing of dry soils without adding liquid. Because dust mopping is usually done dry, it also allows the floor to be cleaned while the area is being used.

**Cleaning methods must be in compliance with MRSA, which is a resistant strain of the common staph infection which does not respond to normal antibiotics. The normal procedure to remove this highly contagious disease is to "Clinical Cleanse" the area, which means at**

**least once each week the cleaning staff will wipe down common areas such as door, walls, tables and other surfaces that are used by the general populace of the facility. Rest rooms must be Clinically Cleansed daily, general office areas will be Clinically Cleansed monthly or as needed. MRSA resistant shall be listed on the label of the product used.**

The product used must be left on the surface for 2 minutes or as designated by the solution's directions, then dried. Each product will have slightly different instructions.

The Contractor will be responsible for furnishing the Agency with all Material Safety Data Sheets applicable to the products and chemicals being furnished and used under this contract.

**RECYCLE MATERIALS:** Identify recyclable materials and dispose appropriately.

**Remove Trash:** All waste receptacles and other containers within the area shall be emptied (**BAGS SHALL BE REMOVED AND A NEW BAG INSTALLED, EACH TIME**) and returned to their initial location. Boxes, cans, papers, etc. placed near a trash receptacle and marked "Trash" shall be removed from the area and emptied into a designated trash receptacle in such a manner as to prevent the adjacent area from becoming littered by such trash. Any soiled or torn plastic trash can liners shall be replaced. The wastebaskets shall be damp-wiped with neutral detergent from a spray bottle and a clean sponge or cloth to remove soil. Wet spills on the interior of wastebaskets shall be removed. Lotion-type cleansers and an abrasive pad shall be used to remove soil. In the restrooms, and food vending areas, germicidal detergent will be used in place of neutral detergent.

**Empty Ash/Receptacles:** Individual ashtrays within the area shall be emptied and returned to their initial location. Sand in cigarette butt receptacles shall be strained to remove ashes and debris. The receptacles and ashtrays shall be damp wiped with a sponge to remove evident soil. Stubborn stains on receptacles shall be removed with lotion-type cleaners and clean cloth or sponge.

**Clean Drinking Fountains:** Disinfect all porcelain and polished metal surfaces including the orifices and drain. After cleaning, the entire drinking fountain shall be dried with a clean cloth and shall be free from streaks, stains, smudges, scales, and other removable soil.

**Clean Building Surfaces:** Lamb wool dusting tool or tank vacuum with dusting attachments shall be used to dust, lint, litter, dried soil, etc. from all building surfaces. After cleaning, all building surfaces shall have a uniform appearance, free of streaks, smudges, dust lint litter etc. Cleaning shall be accomplished by the complete removal of soil from the area. In food vending areas, a cloth of sponge dampened with germicidal detergent shall be used in place of a dusting tool or a cloth.

**Dust Furniture:** A lightly treated dust cloth and a spray bottle of neutral detergent or glass cleaner shall be used to remove all dust, lint, litter, dry soil, etc. from the surface of desks, chairs, cabinets, and other types of furniture equipment. Dusting shall be defined as the complete removal of soil from the surface(s).

**Clean Furniture:** A sponge, clean cloth, and spray bottle of neutral detergent or glass cleaner shall be used to remove smudges, fingerprints, marks, streaks, etc. from washable surfaces of furniture such as desks, chairs, cabinets, tables, and other furnishings. Unsealed wood furnishings shall be completely cleaned with wood polish and a clean, dry cloth. After cleaning, the surfaces shall have a clean, uniform appearance, free of streaks, spots, and other evidence of removable soil. Wood furniture shall not have an oily texture when the surface is rubbed lightly with the fingertips.

**Clean Entrance Glass (Both Sides) & Pedestrian Walkway Glass from Parking Garage to Building (One Side):** Using glass cleaner, a window brush, squeegee, spray bottle of glass cleaner solution, sponges, and clean cloths, both sides of entrance glass and entrance doors, and windows immediately adjacent to entrance doors shall be cleaned completely. The surfaces shall be completely cleaned and dried, and shall present a uniform appearance free of all smudges, stains, streaks, etc. Non- glass surfaces such as doors shall also be completely cleaned using neutral detergent and a clean cloth and sponge to remove smudges, streaks, hand prints, etc. Areas adjacent to entrance glass that are soiled by the cleaning shall be completely cleaned and restored to their original condition.

**Dust Mop/Sweep Non-Carpeted Floors:** Prior to sweeping or dust mopping, the floors shall be policed to remove all surface litter such as paper, gum, rubber bands, paper clips, spills, etc. Use a putty knife to remove gum, tar, and other sticky substances from the floor. On resilient tile, terrazzo, wood, sealed concrete and other smooth finish floor surfaces, use a treated dust mop, dustpan, and counter brush to remove accumulated soil and litter. Large open areas may be swept using a powered sweeper or other labor saving device. The entire area shall be swept, collected, and disposed of in a more easily accessible area. The entire area to be swept shall be thoroughly cleaned. Chairs and trash receptacles shall be tilted or moved where necessary to sweep underneath. All areas, such as underneath chairs or other furnishings that are accessible, shall be swept. After the floor has been swept of dust mopped, the floor surfaces, including corners and abutments, shall be free of streaks and litter. Areas such as corners and other surfaces not immediately accessible to the dust mop or broom shall be swept with the counter brush and all sweepings collected into the dustpan and disposed of.

**Spot Mop Non-Carpeted Floors:** Spot mopping shall be performed to remove stains and soil not removable by using dry cleaning methods on hard floors. Spot mopping shall be accomplished using a well-wrung mop, and neutral detergent. After spot mopping, the floor surfaces shall present a uniform, clean appearance, free of spills, spots, and CAUTION WET FLOOR signs shall be placed in the area being spot mopped.

**Partially Vacuum Carpet:** Prior to partially vacuuming carpeted floors, the area shall be policed to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc. Use a carpet vacuum with beater bar or brush to remove any obvious soil on the surface of the carpet. The beater bar/brush shall be adjusted to correspond to the pile height of the carpet. After being partially vacuumed, the carpeted floor shall be free of all visible litter, dust and soil.

**Remove Spots from Carpets:** Using a spray bottle containing liquid carpet shampoo and water solution, a small nylon brush, and sponge or clean cloth, spray the affected area with a light solution of carpet shampoo. Using a lateral scrubbing motion, scrub the shampoo into the spot in a motion that tends to draw the size of the spot toward the center and not spread it in size. After scrubbing, blot the spot with the clean cloth or sponge. If spots cannot be removed by this method, consult the Supervisor before proceeding further. After cleaning, the carpet should be free from visible spots and stains and the area should be vacuumed.

**Clean Mirrors:** Using a solution of glass cleaner in a spray bottle and a clean cloth, spray all surfaces of mirrors in restrooms with the glass cleaning solution. Then, use the clean cloth to remove soil, streaks, smudges, film, etc, from the surfaces of the mirrors. The surfaces must be polished with the dry cloth until all visible signs of streaks, smudges, film, etc., have been completely removed and it presents a uniform, clean appearance. The frame of the mirror should also be cleaned using the same method. Shelves and other adjacent areas should also be cleaned using this procedure.

**Refill Paper Dispensers:** All paper towels, toilet tissue, and other paper dispenser's shall be filled to the proper fill level. The dispensers and adjacent surfaces shall be wiped with germicidal detergent to remove hand prints and smudges. The Airport is responsible for providing all paper products and trash can liners.

**Refill Soap Dispensers in Restrooms:** Soap dispensers shall be filled to the proper fill level. The product shall be correctly installed in accordance with the requirements of the dispenser or using manufacturer's instructions. Hand soap dispensers and adjacent surfaces shall be wiped clean to remove any spillage created during the refilling process. The device should be checked for proper operation; inoperable devices or missing parts should be reported to the Airport Representative.

**Clean and Disinfect Sinks/Toilets/Urinals:** A germicidal detergent from a spray bottle, a clean sponge, abrasive pad, toilet bowl mop, clean cloth and lotion-type cleaner shall be used to completely clean and disinfect all exposed surfaces of sinks, toilets, partitions, and urinals. The cleaning includes the drying and polishing of all exposed hardware. Additionally, toilet seats must be completely dry after cleaning. The lotion-type cleanser should be used to remove stubborn soil that cannot be removed by

the application of germicidal detergent from a spray bottle. The interior of toilets and urinals should be scoured using a bowl mop. After the interior has been scoured, the fixture should be flushed and the water level followed down with a circular motion of the bowl mop to remove stains and chemical rings. After cleaning, the fixtures should present a clean, bright, shiny appearance. They should be free of all visible soil, streaks, oily smudges, etc. Inoperable or broken fixtures should be reported immediately to the supervisor.

**Descale Toilets and Urinals:** Non-acid-type bowl cleanser and a nylon bowl mop shall be used to remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. The cleaner shall be applied directly to the bowl mop and taken to the surface to be cleaned.

**Dust Hanging Pictures:** Using care, hanging pictures and other decorative wall hangings shall be dusted with a feather duster around frame tops, sides, and bottom. Glass shall be lightly dusted.

**Dust Handrails:** With clean cloth, handrails shall be spot wiped remove dust, cobwebs, oily film, etc.

**Clean Handrails:** A clean sponge and cleaning solution shall be used to wipe down handrails removing fingerprints, stains, and soils.

**Thoroughly Clean Stairs:** A clean sponge and cleaning solution shall be used to wipe down stairs to remove dirt and soil. However do not, under any circumstances, wash stair treads.

**Vacuum Upholstered Furniture:** A furniture attachment to a canister vacuum or equivalent shall be used to thoroughly vacuum all upholstered surfaces of chairs and sofas. Spot clean when necessary to remove stubborn stains.

**Wash Both Sides of Exterior Glass:** Shall be defined as the complete removal of smudges, tape, oily film, cobwebs, dust, and other types of soil from both sides (interior and exterior sides) of the glass and frames of exterior windows, doors, vestibules, etc. A glass cleaning chemical, window squeegee tool with rubber blade, clean sponge, and synthetic fiber cloths shall be used. The glass and frame shall be rinsed to remove and detergent solution residue. After washing, the glass areas shall be free of smudges, tape, oily film, cobwebs, dust, and all other types of soil, streaks, and water marks. Glass cleaner splash and drip marks shall be removed from all adjacent surfaces.

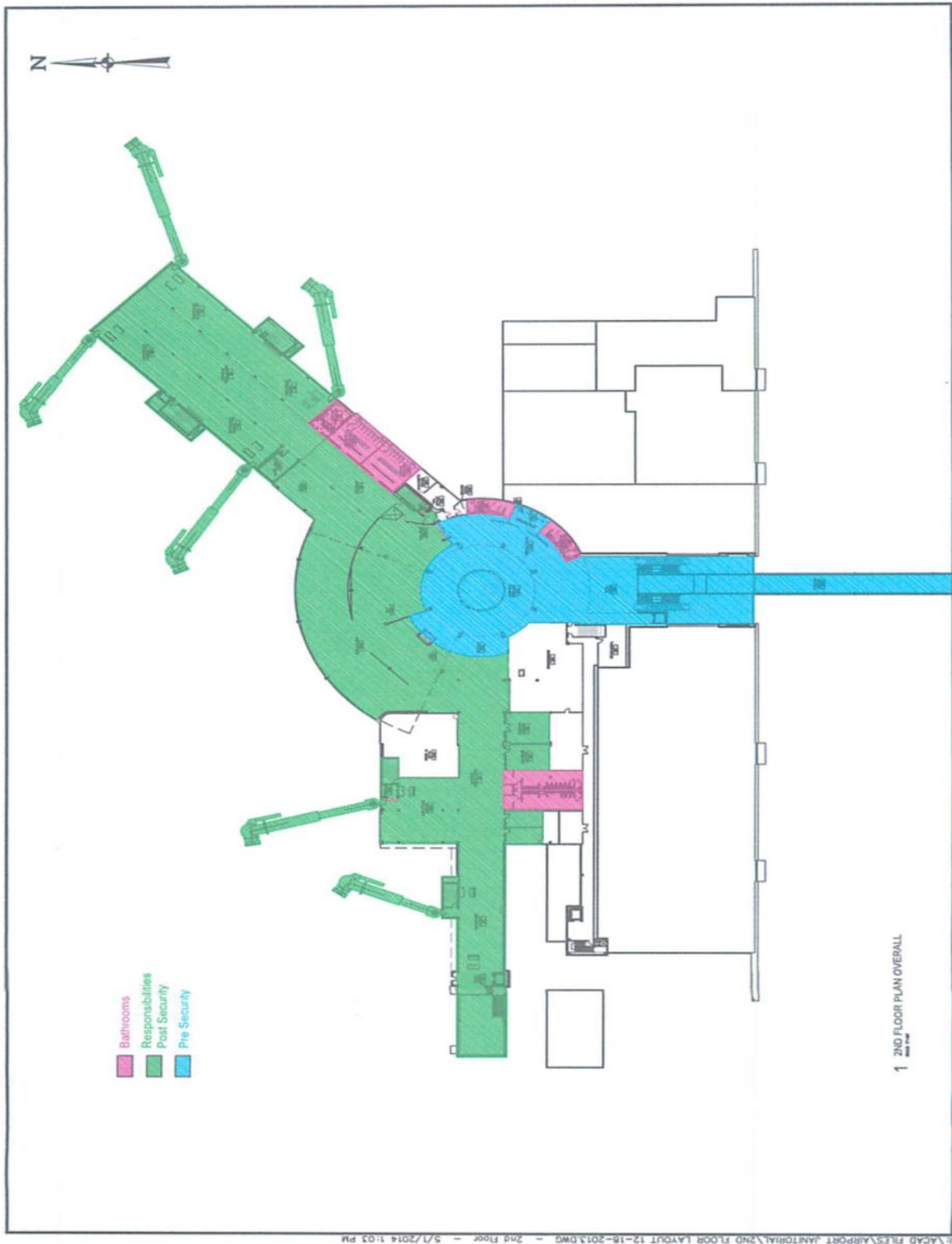
**Wash Both Sides of Interior Glass:** Shall be defined as the complete removal of smudges, tape, oily film, and other types of solid from all glass areas (this includes both glass in exterior doors and vestibules). A glass cleaning chemical, window squeegee tool with rubber blade, clean sponge, and synthetic fiber cloths shall be used. After washing, the glass areas shall be free of dust, smudges, oily film, tape and all other types of soil, streaks, and water marks. Glass cleaner splash and drip marks shall be removed from all adjacent surfaces.

**Wash Interior Walls:** This process is defined as removing all visible soil, smudges, tape remnants, film, etc, from painted wall surfaces. Where dusty conditions exist, the wall shall first be dry-cleaned using a non-treated dusting tool. A neutral detergent or solvent based cleaner shall be used to remove soil. The product used must not remove paint or alter the appearance of the surface. The wall shall be washed using a method to avoid streaking. All detergent residue, film and soil must be removed from the wall. After washing, the wall shall be dried using clean cloths. The washed wall shall have a uniform appearance with all visible soil, streak, etc, removed and the paint not damaged. The areas adjacent to the surface shall also be cleaned of splashes, drip marks, etc, caused by the wall washing.

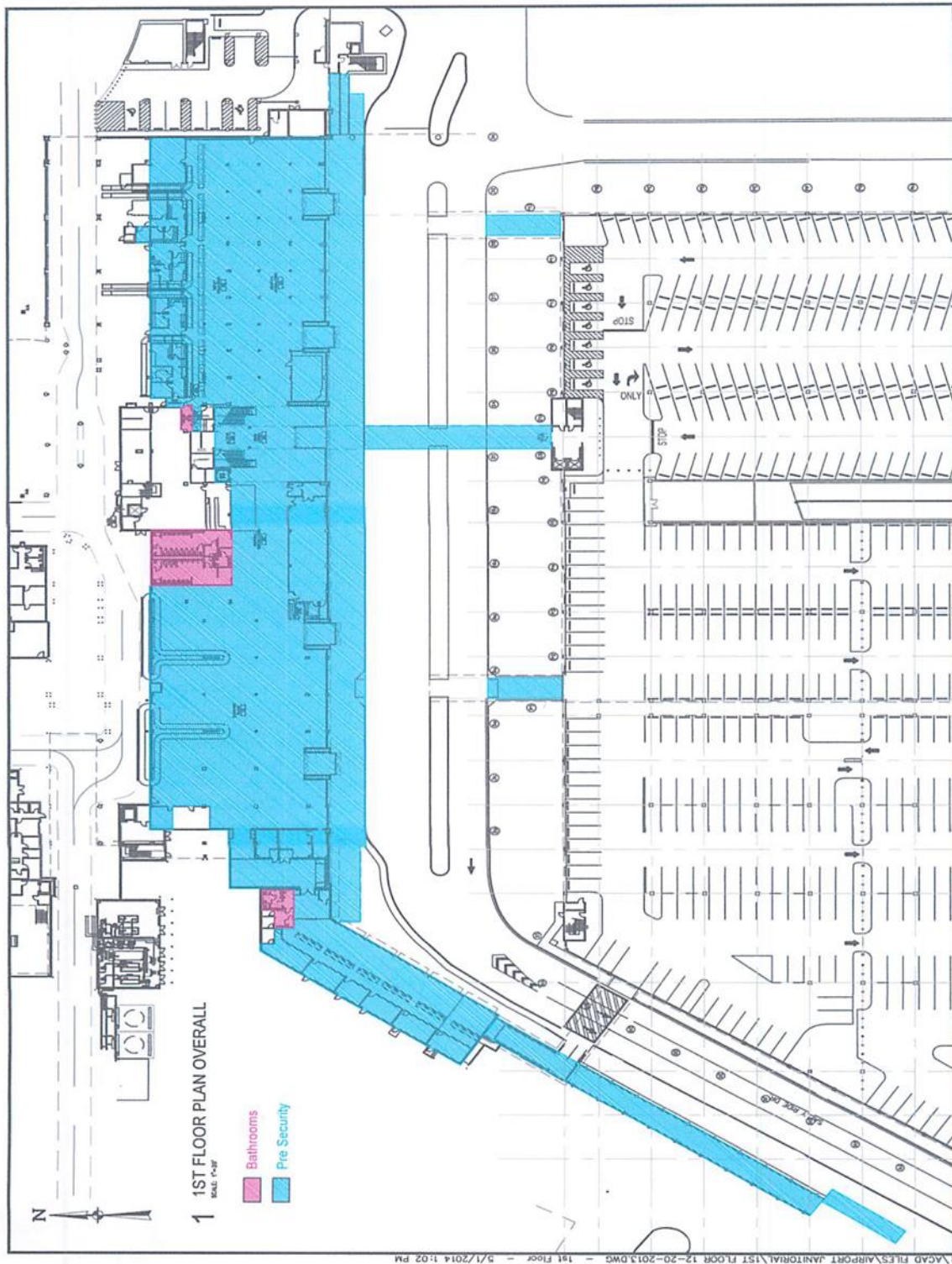
**Clean Venetian Blinds:** Defined as the complete removal from both sides of the blind of all visible soil, smudges, streaks, etc. The blind must be removed, cleaned and re-hung. The hardware must not be damaged and the blind must operate properly when re-hung. A neutral detergent that is not harmful to the blind, ropes, pulleys, and hardware shall be used to clean the blinds. The blind must be completely dried after cleaning. The blind shall have all visible soil, smudges, streaks, etc., removed and shall present a uniform, clean appearance.

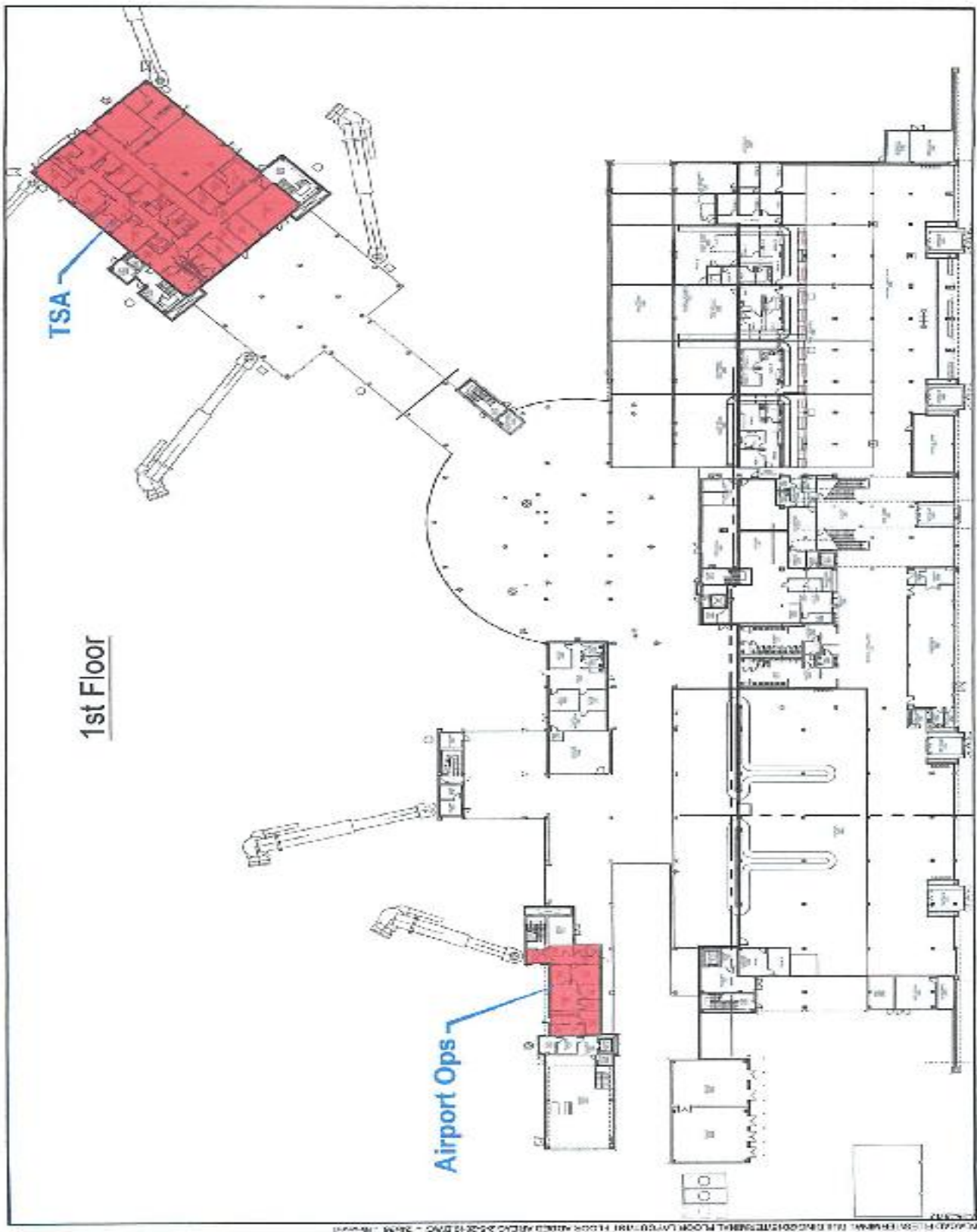
**Clean Light Diffusers:** Defined as the removal, cleaning, and reinstallation of light diffusers. The area covered by the diffuser shall be damp-wiped and fluorescent tubes shall be dry-wiped to remove all visible dust and soil. The diffuser shall be cleaned on both sides with a neutral detergent not harmful to the diffuser and a clean cloth or sponge. The diffuser shall be dried on both sides and shall be free of all dust, oily soil, smudges, streaks, etc. Any adjacent area soiled by splashing or dripping shall also be cleaned.

**Wet Cleaning/Scrubbing Non-Carpeted Floors:** Prior to being wet cleaned, the entire floor surface involved shall be swept or dust mopped. A wet mop, mop bucket and wringer, scrub brush, floor squeegee, and neutral detergent shall be used to remove all soil and non-permanent stains from the entire floor, baseboards, etc. Where applicable, a riding or walk-behind auto-scrubber may be used. The neutral detergent solution shall be applied to the entire floor and the floor shall then be scrubbed. The solution shall be picked up by using a mop and mop bucket or removed by the auto-scrubber. Areas being wet cleaned manually shall be rinsed with clean water. All accessible areas shall be wet cleaned. Chairs, trash receptacles, etc., shall be moved to clean underneath, after being wet cleaned.









**Schedule of Bid Items**  
**ANNUAL CONTRACT A22-1112 REBID**

**IT IS THE INTENT OF THIS PROPOSAL TO ESTABLISH PRICES FOR JANITORIAL SERVICES  
TO BE PERFORMED AT THE BR METRO AIRPORT**

**All items must be bid, A blank space, Zero, or NA may cause your bid to be deemed non-responsive:** Zero (0), N/A or a blank space on the Schedule of Bid Items page may be considered NO BID and may cause your bid to be deemed non-responsive. If your intention is NO CHARGE, or NO BID please write that in the Unit price column.

**Unit Price controls the bid.**

**BIDDERS SHALL BID PER MAN HOUR or PER SQUARE FOOT AND EXTEND PRICE  
FOR A TOTAL DAILY RATE**

Item Number	Description	Minimum Man hours required in a 18 hour period	Billable Rate per man hour	Daily Rate
0001	<p>Janitorial Services to be performed at the Baton Rouge Metropolitan Airport, 9430 Jackie Cochran Drive, Baton Rouge, LA. 70807, per Specifications dated May 2023. Approximate square footages of cleaning areas:</p> <p><u>1st floor:</u> 2,273 sq. ft. bathrooms 67,586 sq. ft. pre-security area</p> <p><u>2nd floor</u> 4,250 sq. ft. bathrooms 48,453 sq. ft. past security area 19,456 sq. ft. pre-security area</p> <p><b>Note:</b> Contract value shall be estimated based on a minimum crew size of <b>FOUR (4)</b> Workers, 18 hours per day, during the hours of 6:00 am – 12:00 am., 7 days a week. 4 employees x 18 hours equals 72 man hours per 18 hour shift. Billable Rate Per Man Hour: Hourly rate is the combined hourly rate of all 4 employees being provided per 18 hour shift. An onsite working supervisor <b>must be present</b> during the entire 18 hour shift, each day. (365 days per year)</p>	72	\$ _____ per man hour	\$ _____ per day
0002	<p>Additional <b>WEEKENDS ONLY</b> Janitorial Services to be performed at the Baton Rouge Metropolitan Airport, 9430 Jackie Cochran Drive, Baton Rouge, LA 70807, per Specifications dated May 2023. Approximate square footages of additional cleaning areas: 3,300 sq. ft. Airport Operations Office on the 1st floor and the 14,000 sq. ft. TSA Operations Office.</p> <p>To be cleaned twice per day Saturdays <b>and</b> Sundays. (104 Days per year)</p>	17,300 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____ per day

The City – Parish is requesting pricing for the following items **LABOR ONLY** in order to calculate a base amount for a fair cost analyses. The City of Baton Rouge may award with these prices instead of the standard Base price. Unit of Measure for these items is still per Man Hour and Square Foot. Only include the equipment and supplies needed to perform the service.

Item Number	Description	Minimum Man hours required in a 18 hour period	Billable Rate per man hour	Daily Rate
0003	<p>Janitorial Services to be performed at the Baton Rouge Metropolitan Airport, 9430 Jackie Cochran Drive, Baton Rouge, LA. 70807, per Specifications dated May 2023. <b>This ITEM is for LABOR ONLY, it does not include supplies listed on page 23 of this document.</b> Approximate square footages of cleaning areas:</p> <p><u>1st floor:</u>  2,273 sq. ft. bathrooms  67,586 sq. ft. pre-security area</p> <p><u>2nd floor</u>  4,250 sq. ft. bathrooms  48,453 sq. ft. past security area  19,456 sq. ft. pre-security area</p> <p>Note: Contract value shall be estimated based on a minimum crew size of <b>FOUR (4)</b> Workers, 18 hours per day, during the hours of 6:00 am – 12:00 am., 7 days a week.  4 employees x 18 hours equals 72 man hours per 18 hour shift. Billable Rate Per Man Hour: Hourly rate is the combined hourly rate of all 4 employees being provided per 18 hour shift. An onsite working supervisor <b>must be present</b> during the entire 18 hour shift, each day. (365 days per year)</p>	72	\$ _____ per man hour	\$ _____ per day
0004	<p>Additional <b>WEEKENDS ONLY</b> Janitorial Services to be performed at the Baton Rouge Metropolitan Airport, 9430 Jackie Cochran Drive, Baton Rouge, LA 70807, per Specifications dated May 2023. <b>This ITEM is for LABOR ONLY, it does not include supplies listed on page 23 of this document.</b> Approximate square footages of additional cleaning areas:  3,300 sq. ft. Airport Operations Office on the 1st floor and the 14,000 sq. ft. TSA Operations Office.  To be cleaned twice per day Saturdays <b>and</b> Sundays. (104 Days per year)</p>	17,300 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____ per day

**NOTE:** All prices for items 1 & 2 shall include all supplies listed under Supplies / Equipment, fuel charge and any other fee that may relate to the services provided.

**BIDDER'S ORGANIZATION  
BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH  
BID**

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM**



## CORPORATE RESOLUTION

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_

was held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_

\_\_\_\_\_ a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_

;

that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SECRETARY



## AGREEMENT (sample)

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and \_\_\_\_\_ (herein after called "Contractor").

**The Contractor shall perform all work required by the Contract Documents for the following services:**

Annual Contract Number and Title \_\_\_\_\_

Contract Period \_\_\_\_\_

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:

- A. Bid Documents complete with terms and conditions
- B. The Contractor's Proposal with all attachments.
- C. The Specifications
- D. Federal Clauses & US Treasury Regulations, if applicable
- E. The following enumerated addenda: \_\_\_\_\_

2. No amendment to this Contract shall be made except upon the written consent of the parties.

3. Insurance and Indemnity requirements shall conform to those stated in the specifications.

4. Contractor shall be paid an amount based on the attached Exhibit A:

5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.

6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE  
AND PARISH OF EAST BATON ROUGE  
OWNER

By \_\_\_\_\_  
Sharon Weston Broome, Mayor-President

WITNESS:

CONTRACTOR

By \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

Approved as to form:

\_\_\_\_\_  
Parish Attorney's Office

## **STANDARD FEDERAL AWARD CONTRACTOR TERMS AND CONDITIONS**

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.

Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.

Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.

2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY-PARISH may in its sole discretion:
  - a. elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
  - b. hire another sub-consultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or pursue and obtain any and all other available legal or equitable remedies.
3. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:
  - a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

- d. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, The CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

- a. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages

shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).  
The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
  - b. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.
  - c. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.



7. **Debarment & Suspension.** A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CITY-PARISH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY-PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

8. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. **Surveillance Services or Equipment.** A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and sub recipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered



telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

10. **Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **FEDERAL CLAUSES & US TREASURY REGULATIONS, IF APPLICABLE**

FEDERAL TERMS AND CONDITIONS APPLICABLE FOR ALL CONTRACTS UTILIZING AMERICAN RESCUE PLAN ACT, STATE AND LOCAL FISCAL RECOVERY FUNDS.

1. **Use of Funds.** THE CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance. THE CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. **Period of Performance.** The period of performance for this award begins on the date hereof and endson December 31, 2026. As set forth in Treasury's implementing regulations, THE CONTRACTOR may use awardfunds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. **Reporting.** THE CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.** THE CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.  
The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) ofTHE CONTRACTOR in order to conduct audits or other investigations.  
  
Records shall be maintained by THE CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** THE CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by THE CONTRACTOR.
8. **Conflicts of Interest.** THE CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. THE CONTRACTOR and their sub consultants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. **Compliance with Applicable Law and Regulations.**

- a) THE CONTRACTOR agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. THE CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and THE CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b) Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Sub award and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmental-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. THE CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmental-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of THE CONTRACTOR's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** THE CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. accidentally §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** THE CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of THE CONTRACTOR] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to THE CONTRACTOR (1) in excess of the amount to which THE CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by THE CONTRACTOR shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by THE CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the THE CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. **Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to THE CONTRACTOR or third persons for the actions of THE CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by THE CONTRACTOR does not in any way establish an agency relationship between the United States and THE CONTRACTOR.

16. **Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, THE CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - (i) A member of Congress or a representative of a committee of Congress;
  - (ii) An Inspector General;
  - (iii) The Government Accountability Office;
  - (iv) A Treasury employee responsible for contract or grant oversight or management;
  - (v) An authorized official of the Department of Justice or other law enforcement agency;
  - (vi) A court or grand jury; or
  - (vii) A management official or other employee of THE CONTRACTOR, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. THE CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their sub-consultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their sub-consultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.



19. **Equal Employment Opportunity.** During the performance of this contract, THE CONTRACTOR agrees as follows:
- a. THE CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. THE CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. THE CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. THE CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of THE CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. THE CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with THE CONTRACTOR's legal duty to furnish information.
  - d. THE CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of THE CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. THE CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. THE CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of THE CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and THE CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



- h. THE CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. THE CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, THE CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

THE CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5\*, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. THE CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

21. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section THE CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. Withholding for unpaid wages and liquidated damages.

The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by THE CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- c. Subcontracts. THE CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and sub grants of amounts in excess of **\$150,000.00** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

THE CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- a. THE CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- b. If this contract is funded by federal dollars, THE CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each

violation as required to assure notification to the Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

23. If this contract is funded by federal dollars, THE CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury. **Debarment & Suspension.** A contract award must not be made to parties listed on the governmental-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, THE CONTRACTOR is required to verify that none of THE CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

THE CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Baton Rouge / Parish of East Baton Rouge. If it is later determined that THE CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Baton Rouge / Parish of East Baton Rouge, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

THE CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

24. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

THE CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR

part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

26. **Surveillance Services or Equipment.** A non-Federal entity and sub-recipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216. Specifically, (a) recipients and sub-recipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

27. **Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



28. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the subcontractor to comply with the terms and conditions of this contract, provided that CITY-PARISH shall give THE CONTRACTOR written notice specifying THE CONTRACTOR's failure and thirty (30) days to cure the defect.

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving seven (7) days written notice to THE CONTRACTOR.

Upon termination for cause or convenience, THE CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.

Should CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, THE CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, THE CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of THE CONTRACTOR's services.

29. **Remedies.** If any work performed by THE CONTRACTOR fails to meet the requirements of the AGREEMENT, CITY-PARISH may in its sole discretion:

- (i) elect to have THE CONTRACTOR re-perform or cause to be re-performed at THE CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
- (ii) hire another sub-consultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the CONTRACTOR from any amounts due to THE CONTRACTOR; or
- (iii) pursue and obtain any and all other available legal or equitable remedies.

30. **Energy Policy and Conservation Act:** THE CONTRACTOR hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

31. **Copeland Anti-Kickback Act:**

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.



32. **No Obligation by Federal Government.** The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the AGREEMENT.
33. **Program Fraud and False or Fraudulent Statements or Related Acts.** THE CONTRACTOR acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to THE CONTRACTOR's actions pertaining to this AGREEMENT.
34. **Force Majeure:** Any delay or failure of THE CONTRACTOR in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of THE CONTRACTOR and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, THE CONTRACTOR shall receive an equitable adjustment extending THE CONTRACTOR's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to THE CONTRACTOR's compensation sufficient to account for any increased cost in performance or loss or damage suffered by THE CONTRACTOR.

## COMPLIANCE WITH THE CODE OF US TREASURY REGULATIONS

- A. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. At all times, the Sub recipient shall remain an "independent contractor" with respect to the services to be performed under this Agreement. The City- Parish shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub recipient is an independent contractor.
- B. **Funds Availability:** It is expressly understood and agreed by and between the parties hereto that this agreement is wholly conditioned upon the actual receipt by the City-Parish of funds granted by the US Treasury; that all monies to be distributed to the Sub recipient hereunder shall be exclusively from US Treasury funds; and that, if said grant or such funds provided for under this Agreement are not timely forthcoming, the City-Parish may, at its sole discretion, terminate this Agreement and the City-Parish shall not be liable for payment of work or services performed by the Sub recipient under or in connection with this contract. Should the circumstances arise, at a minimum, the City-Parish will provide 60 days' notice prior to termination related to funds availability.
- C. **Hold Harmless:** The Sub recipient shall hold harmless, defend and indemnify the City-Parish from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
- D. **Workers' Compensation:** The Sub recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- E. **Insurance & Bonding:** The Sub recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The Sub recipient shall comply with the bonding and insurance requirements for non-profits and educational institutions and governmental entities as specified in 2 CFR 200. Additional loss payee coverage shall only cover materials and equipment purchased with City-Parish funds under this grant agreement.

The Sub recipient shall carry and maintain all insurance required by law or statute, and such other insurance deemed necessary or appropriate for their operations under this contract. It is specifically understood and agreed that the Sub recipient, at its sole cost and expense, shall carry and maintain at all times during the performance of this contract, the following types of insurance:

1. Workers' Compensation and Employers' Liability insurance covering all employees engaged in services hereunder in compliance with the laws of the State of Louisiana. If Contractor is either the bona fide president, vice president, secretary, or treasurer of a corporation who owns not less than ten percent of the stock therein, or a partner with respect to a partnership in which he is employed, or a sole proprietor with respect to such sole proprietorship he may elect not to be covered by Workers' Compensation as in accordance with Title 23, Section 1035 of the Louisiana State Workers' Compensation statute as may concern any claims or injuries relating to the City of Baton Rouge and/or the Parish of East Baton Rouge, in such case a Waiver of Workers' Compensation must be signed and attached to this contract.

2. Commercial General Liability coverage shall be provided with limits of not less than \$1,000,000 for any one Occurrence and if a General Aggregate limit is used, it shall not be less than twice the Occurrence limit. Coverages are to include Premises-Operations, Personal Injury, Products/Completed Operations and Contractual Liability.
3. Automobile Liability coverage shall be provided with limits of not less than \$1,000,000 for any one occurrence. Coverages are to include all Owned, Hired and Non-Owned Automobiles. The City-Parish shall be named as Additional Insured on all Liability policies. Such insurance coverage shall be written by good and solvent companies authorized by law to carry on business in the State of Louisiana, but in no event, shall such insurance companies having a rating of less than "A-", class IV, in the current annual edition of Best's Key Rating Guide.

**IN WITNESS WHEREOF**, the **Contractor/Vendor/Sub recipient** understands and agrees to the above Federal and Treasury regulations award provisions.

WITNESSES:

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_  
(*Authorized Signature, printed name*)

Date: \_\_\_\_\_

**Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.**